



**RFP – Third Party Claims Administrator
Addendum #2 – dated June 23, 2026**

In regards to the question listed below found on Addendum #1, after review, this document has been provided – Please see Pages 2 through 19.

- 3. Please provide a copy of the current contract in place with your TPA and any amendments.** Awaiting legal review for release.

THIRD-PARTY ADMINISTRATOR AGREEMENT

ON-JOB INJURY PROGRAM

This THIRD-PARTY ADMINISTRATOR AGREEMENT ("Agreement") is effective the 8th day of June, 2024 ("Effective Date"), by and between Brentwood Services Administrators, Inc., a Tennessee corporation with principal offices located at 214 Centerview Drive, Suite 350, Brentwood, Tennessee 37027 ("BSAI"), and the County of Montgomery, a Tennessee governmental sovereign with principal offices located at 1 Millennium Plaza, Clarksville, Tennessee 37040 ("Employer") (each a "Party" and collectively, the "Parties").

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree for themselves, their successors, and assigns as follows:

I. TERM AND APPOINTMENT

- A. Term.** This Agreement shall commence on the Effective Date and will terminate at 12:01 a.m., Central Time, on the 7th day of June, 2025, unless extended or earlier terminated as provided herein ("Term"). The Term of this Agreement shall be automatically extended for consecutive one (1) month terms ("Holdover Period") until a Party provides thirty (30) days' written notice of termination to the other Party or a new Agreement is entered into between the Parties. During the Holdover Period, all annual fees, minimums, and maximums in Exhibit C will be applied on a pro rata basis and BSAI may increase the fees listed in Exhibit C by providing thirty (30) days' written notice to Employer of such rate increases.
- B. Appointment.** Employer represents and warrants that it has established an On-Job Injury ("OJI") program the State of Tennessee. BSAI is authorized as a third-party administrator, and Employer hereby engages BSAI, as its third-party claims administrator to adjust claims under the OJI program ("Program"). BSAI accepts the engagement to provide the third-party administrator services.

II. DUTIES AND RESPONSIBILITIES OF BSAI

- A. Services.** BSAI shall, during the term of this Agreement, provide the "Services," specified herein, consisting of:
 - 1. Claims services, as set forth in Exhibit A attached hereto and incorporated herein by reference; and
 - 2. Loss control services, when applicable, as set forth in Exhibit B attached hereto and incorporated herein by reference.

All such services shall be provided by BSAI using its reasonable efforts, in conformance with the industry standard of performance, and in compliance with all applicable laws, rules, regulations, and regulatory advisory opinions.

- B. General Administration.** BSAI agrees to:

1. provide such clerical, secretarial, and administrative support, including necessary equipment and supplies, as may be necessary for the day-to-day compliance of the contractually agreed upon duties of BSAI in accordance with this Agreement;
 2. periodically, but no less than quarterly, render an accounting to Employer detailing all claims and related transactions performed by BSAI pertaining to the Program;
 3. maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event less than required by law; and
 4. maintain all applicable licenses required by the states in which it is administering claims and providing Services.
- C. **Other States.** Employer represents and warrants that BSAI is not obligated to provide Services in any states or jurisdictions not listed in Section I (B), without prior written agreement by BSAI to provide Services in such states or jurisdictions.

III. DUTIES AND RESPONSIBILITIES OF EMPLOYER

- A. **Fees.** Employer shall pay to BSAI the fees set forth in Exhibit C, attached to this Agreement and incorporated herein by reference. Exhibit C may be modified by BSAI annually during a Holdover Period upon thirty (30) days' written notice to Employer.
- B. **Other Expenses.** Employer shall bear responsibility for all other expenses related to the Program, except for expenses directly relating to the performance by BSAI of its obligation under this Agreement. Employer acknowledges and warrants that BSAI is not responsible for expenses such as, but not limited to:
1. assessments;
 2. claim and loss payments;
 3. Allocated Loss Expense (as defined in Exhibit D attached to this Agreement and incorporated herein by reference); and
 4. Any other expense associated with the servicing of Employer's Program which is not specifically delegated to BSAI under this Agreement.
- C. **Bank Accounts.** Employer may elect to maintain a claims fund bank account. If Employer elects to maintain a claims fund bank account, Employer must maintain adequate funds available from which BSAI may draw from at any time for claims, loss, and Allocated Loss Expense payments. Alternatively, Employer may direct BSAI to open and maintain a separate trust claims fund bank account on behalf of Employer. If a BSAI-owned account is utilized, Employer must ensure adequate funding is provided and maintained from which BSAI may draw from at any time for claims, loss, and Allocated Loss Expense. Under either account type, Employer acknowledges and warrants that BSAI will not process payments until adequate funding is established. Employer will bear the cost of all expenses, fines, penalties, interest, and any other monies owed arising from inadequate funding of an account.

- D. Compliance with Law.** Nothing in this Agreement shall be construed as relieving Employer of any duty, responsibility, or obligation it has to comply with any law or regulation. Employer remains responsible for performing all functions necessary to remain compliant with applicable law.
- E. Employer's Additional Duties.** Employer shall provide BSAI with claims contact information, notice of any Employer specific claims rules and regulations relating the Services provided under this Agreement, and any other information necessary for BSAI to provide the Services under this Agreement. Employer shall provide BSAI with full and accurate information necessary to report to the Centers for Medicare and Medicaid Services, when such reporting is required. Employer shall immediately provide notice to BSAI of any change in operation that involves claims in states other than those listed in Section I (B) or if it begins work in any state not listed in Section I (B).

IV. OWNERSHIP OF BOOKS AND RECORDS

To the extent legally applicable, BSAI shall maintain and retain custody of the books, records, files, and other information ("Employer Records") as required to perform the Services. BSAI may destroy any Employer Records after seven (7) years of file inactivity, unless ordered by Employer, in writing, to continue to maintain said Employer Records. Such Employer Records may be maintained by BSAI in electronic format. The Employer Records shall remain the exclusive property of Employer and shall be available for review by Employer during business hours, with reasonable written notice, at the premises of BSAI. Employer acknowledges that all software, source codes, licenses, and other intellectual property rights that are utilized by BSAI are not the property of Employer and remain the exclusive property of BSAI.

If this Agreement is terminated by either Party, Employer releases BSAI from any duty and liability for the maintenance and keeping of the Employer Records. Employer acknowledges that BSAI may, in its exclusive discretion, retain a copy of all Employer Records upon termination of this Agreement.

V. TERMINATION

- A. Termination for Convenience.** During the Term of this Agreement, either Party may terminate this Agreement by providing one hundred twenty (120) days' prior written notice of termination to the other Party.
- B. Termination for Cause.**
1. If any of the following events occur, Employer may immediately terminate this Agreement for cause.
 - a. BSAI materially and deliberately misapplies, misdirects, or misappropriates funds or other property received for Employer pursuant to this Agreement.
 - b. BSAI materially breaches the terms of this Agreement and BSAI fails to cure such material breach within thirty (30) days of written notice to BSAI of such material breach.
 - c. BSAI files a bankruptcy petition, is placed into bankruptcy, is declared insolvent by a court of competent jurisdiction, or is dissolved.

- d. Employer, based on its reasonable and good-faith belief, is in immediate danger of suffering irreparable harm from the continued operation of this Agreement.
 - e. BSAI or BSAI's executive officers are convicted of:
 - i. a material violation of the insurance laws or regulations of any jurisdiction;
 - ii. any offense constituting a felony in the jurisdiction which committed; or
 - iii. a material violation of any law, which violation would in a material way, negatively reflect on the integrity of BSAI or hinder its ability to perform services required under applicable law.
 - f. BSAI's failure to maintain any license, regulatory approval, or other type of regulatory authorization to perform its obligations under this Agreement.
2. If any of the following events occurs, BSAI may terminate this Agreement for cause.
- a. Employer fails to timely pay any fees in accordance with this Agreement.
 - b. Employer materially breaches this Agreement.
 - c. Employer files a bankruptcy petition, is placed into bankruptcy, is declared insolvent by a court of competent jurisdiction, or is dissolved.
 - d. BSAI, based on its reasonable and good-faith belief, that it is in immediate danger of suffering irreparable harm from the continued operation of this Agreement.
 - e. Employer or Employer's executive officers are convicted of:
 - i. a material violation of the insurance laws or regulations of any jurisdiction;
 - ii. any offense constituting a felony in the jurisdiction which committed; or
 - iii. a material violation of any law, which violation would in a material way negatively reflect on the integrity of BSAI or hinder its ability to perform services required under applicable law.
 - f. Employer's failure to maintain any license, regulatory approval, or other type of regulatory authorization to perform its obligations under this Agreement.
3. If a Party elects to terminate this Agreement for cause, the terminating Party must provide written notice to the other Party. The written notice must clearly state the alleged cause for immediate termination.
- C. Billing Upon Termination.** BSAI will furnish to Employer its final billing for services rendered as soon as practicable following termination of this Agreement. If such billing results in monies due to BSAI, Employer shall pay the entire invoice to BSAI within thirty (30) days of the invoice date, unless subject to a good-faith dispute. If such billing results in monies due to Employer, BSAI shall pay the entire invoice to Employer within thirty (30) days of the invoice date, unless subject to a good-faith dispute.
- D. Transfer of Files Upon Termination.** If Employer requests BSAI to transfer the Employer Records, either to Employer or any third-party, following termination, Employer must pay the file transfer fee ("File Transfer Fee"), as set forth in Exhibit C, and all amounts outstanding owed to BSAI. Employer acknowledges that BSAI is not obligated to transfer the Employer Records until the File Transfer Fee and all outstanding amounts owed to BSAI has been paid, unless required by law.
- E. Employer's Options Upon Termination.** Upon termination of this Agreement, Employer may:

1. Require BSAI to return all Employer Records in BSAI's possession to Employer or designated third party within sixty (60) days, with Employer paying all costs for the transfer of such Employer Records and any File Transfer Fee; or
2. Require BSAI to handle, to conclusion, all claims and other obligations reported during the Term. Should Employer choose this option, Employer shall compensate BSAI on a per-claim run-off basis at BSAI's then prevailing rate and pay all systems and administrative fees and charges set forth in Exhibit C. This compensation shall be in addition to any compensation otherwise set forth in this Agreement.

F. Duties Limited to Duration of Agreement. Employer acknowledges and warrants that BSAI will cease performing and have no obligation to carry out the Services upon termination of this Agreement, unless Employer elects to have BSAI handle runoff claims pursuant to subsection (E)(2) of this Section, in which case BSAI's obligations is strictly limited to providing the Services for claims reported to BSAI during the Term. In the event Employer elects for BSAI to handle runoff claims, this Agreement will remain in effect until all claims are closed.

VI. OMITTED

VII. MISCELLANEOUS

- A. Independent Contractor.** The Parties represent and warrant that this Agreement is intended to create and shall create between Employer and BSAI an independent contractor relationship, and nothing herein shall create the relationship of partner, joint venture, or any other relationship other than independent contractor.
- B. Entire Agreement.** This Agreement, along with all exhibits, schedules, and addenda to this Agreement which are hereby incorporated by reference into this Agreement as if fully set forth herein, contains all the terms agreed upon between the Parties with respect to the subject matter hereof and supersedes all prior oral and written communications between BSAI and Employer, including, if applicable, any prior written agreements. No modification or amendment of this Agreement shall be valid unless made in writing and fully executed by the Parties.
- C. Notices.** All notices required herein shall be in writing and sent via certified mail with return receipt requested, or reputable private carrier (Federal Express, DHL, UPS, etc.), with proof of receipt, to the Parties at the following addresses:

If to Employer:	County of Montgomery, State of Tennessee
	ATTN: County Mayor
	1 Millennium Plaza
	Clarksville, Tennessee 37040

If to BSAI: Brentwood Services Administrators, Inc.
ATTN: President
214 Centerview Drive, Suite 350
Brentwood, Tennessee 37027

With copy to:

Acrisure, LLC
ATTN: Chief Legal Office
100 Ottawa Avenue, SW
Grand Rapids, MI 49503

- D. Assignment.** Neither Party is entitled to assign its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, BSAI may assign this Agreement to an affiliate or engage the services of subcontractors to perform the Services.
- E. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by hand delivery or certified mail in accordance with this Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- F. Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- G. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. EACH PARTY TO THIS AGREEMENT IS EXEMPTED BY THE OTHER PARTY FROM LIABILITY IN TORT FOR HARM CAUSED BY THE FAILURE TO OBSERVE THE STANDARD OF REASONABLE CARE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES' RELATIONSHIP WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT IS SOLELY CONTRACTUAL AS DEFINED HEREIN. FURTHERMORE, IN NO EVENT SHALL THE TOTAL LIABILITY OF BSAI TO EMPLOYER FOR ALL DAMAGES, LOSSES, SUITS AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE,

INDEMNIFICATION OR OTHERWISE) ARISING FROM THIS AGREEMENT EXCEED \$1,000,000 OR THE AMOUNT PAID TO BSAI BY EMPLOYER PURSUANT TO THIS AGREEMENT IN ANY CALENDAR YEAR, WHICHEVER IS GREATER.

H. Omitted.

I. Headings. All headings in this Agreement are for convenience of reference only and shall be disregarded.

J. Regulatory Compliance. The Parties acknowledge that it is the Parties' intent that all obligations performed hereunder shall comply with all applicable federal and state laws and regulatory standards.

K. Interpretation. The Parties represent that both Parties have participated jointly in the drafting and negotiation of this Agreement. Accordingly, this Agreement will be construed as drafted equally by each Party, with no presumption favoring or disfavoring either Party.

L. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder. There are no third-party beneficiaries to this Agreement.

M. Severability. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any other provisions of this Agreement. The court or tribunal which holds such provision to be invalid, illegal, or enforceable is empowered by the Parties to amend the terms of this Agreement to give effect to the intentions of the Parties, as reflected in the struck provision, to the greatest extent possible.

N. Privacy and Confidential Information. The Parties shall comply with all applicable statutes, regulations, and directives relative to the privacy of policyholder and claimant health and financial information.

"Confidential Information" is the terms and conditions of this Agreement, as well as all other information concerning the internal processes or condition of BSAI whether in oral, written, electronic, graphic, or other format, including without limitation: (a) information regarding BSAI's, or BSAI's corporate affiliates', financial condition or performance, business operations, plans, strategies or techniques, pricing, past or current BSAI information, systems or system strategies, and marketing and distribution plans, methods or techniques; (b) any other information that is marked "confidential," "proprietary," or similar words, or that is summarized in writing as being confidential prior to, or promptly after, disclosure to the other Party; (c) all related research and data; (d) all designs, ideas, concepts, intelligence, engineering, techniques, processes, methodologies, and technology embodied in any of the foregoing; and (e) any administrative structure designed to facilitate or enhance the Parties' relationship.

Employer shall keep all Confidential Information confidential and shall not, directly or indirectly, disclose such Confidential Information to any affiliate or third party; hold BSAI's Confidential

Information in strict confidence; and safeguard the Confidential Information in accordance with industry standards and no less than Employer safeguards its own information.

Notwithstanding the foregoing, any disclosure of Confidential Information required by applicable law, regulation, or judicial process ("Legal Order") is subject to the terms of this section. Before making such a disclosure, Employer must make commercially reasonable efforts to provide BSAI with: (a) prompt written notice of such requirement, to the extent not prohibited by a Legal Order, unless the request stems from supervisory examinations, regulatory oversight, or in response to a standard subpoena seeking claim information regarding a claimant for purposes of an unrelated action; and (b) reasonable assistance in opposing such disclosure if requested by BSAI.

The Parties each acknowledge and warrant that the terms and conditions of this Agreement, and any exhibits, amendments, and addendums, contain charges, fees, and pricing information that is competitively sensitive, proprietary, and trade secret information which is set forth herein as a result of negotiations between the Parties. Accordingly, Employer shall not use, disclose, or transfer any such information to a third party without the written approval of BSAI. The Parties acknowledge that such unauthorized use, disclosure, or transfer will cause irreparable harm to the other Party and the breaching Party will be liable for damages. The non-breaching Party shall also be entitled to seek injunctive and equitable relief to prevent any breach or to remedy any breach.

The confidentiality obligations set out in this paragraph shall survive the termination of the business relationship between the parties and the termination of this Agreement.

- O. Force Majeure.** A Party is not liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, epidemic, pandemic, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, or interruption or failure of electricity, telecommunication, or third-party software service. If a Party asserts force majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must take reasonable steps to minimize delay or damages.
- P. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. This Agreement may be executed and delivered by facsimile transmission, electronic mail, or other electronic means and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

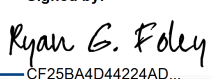
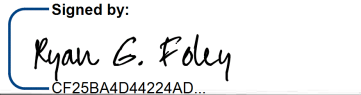
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date.

County of Montgomery, State of Tennessee

Brentwood Services Administrators, Inc.

By: 

Signed by:

 By:  CF25BA4D44224AD...

Title: Mayor

Date: 2/24/2025

Title: Executive Vice President

Date: 3/4/2025 | 3:33 PM EST

EXHIBIT A

CLAIMS SERVICES FOR OJI PROGRAM

In accordance with the Third-Party Administrator Agreement ("Agreement"), this Exhibit is attached to and is incorporated within the Agreement between Brentwood Services Administrators, Inc. ("BSAI") and County of Montgomery, State of Tennessee ("Employer").

- A. BSAI shall use reasonable efforts to provide to Employer certain claims services necessary for the day-to-day servicing of the Program. The obligation to provide such services is limited to "Qualified Claims" herein defined as claims made under Employer's Program that are:
 1. reported to BSAI by Employer during the Term and occur in a state in which BSAI is appointed to handle claims on behalf of Employer under Section I (B) of the Agreement;
 2. old claims previously reported to BSAI by Employer pursuant to a previous third-party administrator agreement; or
 3. old claims that have been serviced by a previous administrator and which BSAI has agreed to assume servicing responsibility for provided such claims are in a state in which BSAI is appointed to handle claims on behalf of Employer under Section I (B) of the Agreement.
- B. BSAI shall:
 1. service, review, investigate, adjust, and process Qualified Claims;
 2. establish claims reserves for each Qualified Claim and provide periodic review of claims reserves to reflect changes in claims reserves;
 3. acknowledge to Employer, in writing, the receipt of all Qualified Claims, on an as-agreed basis;
 4. acknowledge to Employer, in writing, all Qualified Claims that have been closed, on an as-agreed basis, with such acknowledgement containing the closure date and the amount paid;
 5. acknowledge to Employer, in writing and on an as-agreed basis, the receipt of all lawsuits, with such acknowledgement containing the assigned defense firm and a copy of the complaint or bill filed. As litigation proceeds, BSAI shall keep Employer apprised, to the extent reasonable, of discovery request deadlines, depositions, conferences, and trials;
 6. provide a narrative report to Employer on any Qualified Claims where the total reserves exceed One Hundred Thousand Dollars (\$250,000.00);
 7. prepare and maintain an electronic claim file for each Qualified Claim with the file open, during BSAI's normal business hours, for inspection and copying by Employer and its agents, servants, employees, and officers, at Employer's expense upon written request;
 8. prepare, maintain, and file all records and reports that may be required by any state regulatory agencies in connection with BSAI's handling of Qualified Claims, as instructed by Employer;
 9. coordinate the assignment of and provide utilization management services and case management services on Qualified Claims needing, within BSAI's reasonable discretion, such services. Charges for such services are Allocated Loss Expense, and thus Employer shall make payment for all such expenses in addition to the claims service fees delineated in Exhibit C. BSAI may utilize the services of a subcontractor or an affiliate to perform all or a portion of such services. Employer acknowledges that BSAI or its affiliate may be compensated for its administrative expense in connection with the provision of such services. Periodically, the rates charged for these services may be adjusted;

10. provide medical provider bill review services to reduce the bill to the fee schedule or reasonable and customary amounts, as applicable, at the rate set forth in Exhibit C. Further reductions on the bill to reflect preferred provider organization (PPO) savings and other types of savings below the fee schedule or reasonable and customary amounts will also be provided for the percentage of savings fee set forth in Exhibit C. Furthermore, BSAI may procure, on Employer's behalf, drug utilization review services, pharmaceutical PPO network services, durable medical equipment bill review services, durable medical equipment PPO services, home health care services, and home health care PPO network services. Charges for all services delineated in this paragraph are Allocated Loss Expense, and thus Employer shall make payment for all such expenses in addition to the claims service fees delineated in Exhibit C. BSAI may utilize the services of a subcontractor or an affiliate to perform all or a portion of such service. Employer acknowledges that BSAI or its affiliate may be compensated for its administrative expense in connection with the provision of such services. Periodically, the rates charged for the services may be adjusted;
11. coordinate the assignment of and provide translation, transportation, surveillance, and investigation services on Qualified Claims needing, within BSAI's reasonable discretion, such services. Charges for such services are Allocated Loss Expense, and thus Employer shall make payment for all such expenses in addition to the claims service fees delineated in Exhibit C. BSAI may utilize the services of a subcontractor or an affiliate to perform all or a portion of such services. Employer acknowledges that BSAI and its affiliate may be compensated for its administrative expense in connection with the provision of such services. Periodically, the rates charged for the services may be adjusted;
12. recommend panel physicians, as required or permitted by law, and assist in the implementation of the services such panel physicians provide;
13. investigate and, where appropriate, refer to defense counsel, subrogation possibilities and subsequent injury fund recovery possibilities. For all subrogation and subsequent injury fund recoveries, BSAI is entitled to a percentage of the recovery as set forth in Exhibit C. Charges for all subrogation and subsequent injury fund recoveries are Allocated Loss Expense, and thus Employer shall make payment for all such charges in addition to the claims service fees delineated in Exhibit C. For subrogation and subsequent injury fund recoveries, BSAI may utilize the services of a subcontractor to perform all or a portion of such services, which services shall be billed as a pass through to Employer. Employer acknowledges that BSAI may add an administrative fee in connection with the provision of such services as set forth in Exhibit C;
14. pay, out of Employer's claims fund account, such disability (lost time and indemnity) benefits, medical benefits, death benefits, Allocated Loss Expense, and any other loss and expense as may be required to comply with applicable workers' compensation laws and regulations, including any judgments or expenses as set forth in this Exhibit and the Agreement;
15. act as an agent for Employer and report to the Centers for Medicare and Medicaid Services, as required by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, otherwise known as the Medicare Secondary Payor Provision, and rules promulgated thereunder, and otherwise assist Employer, as the Responsible Reporting Entity, to comply with Section 111 and provide other Centers for Medicare and Medicaid Services compliance services, through a subcontractor or an affiliate. Employer acknowledges that BSAI and its affiliate may be compensated in connection with the provision of such services;

16. provide any information requested by any appropriate reinsurance or excess insurance carriers; and
 17. provide to such certified public accountants, attorneys, or actuaries any claim cost information as may be reasonably directed by Employer.
- C. The claims services provided by BSAI under this Exhibit and the Agreement are to be provided in accordance with (a) the reasonable rules and regulations adopted by Employer and provided, in writing, to BSAI; (b) the rules and regulations of any governmental or regulatory authority; and (c) the express lawful, requirement of any reinsurance or excess insurance contracts issued to Employer.

Employer

WTC
Initial

BSAI

RF
Initial

EXHIBIT B
Loss Control Services

In accordance with the Third-Party Administrator Agreement, this Exhibit is attached to and incorporated within the Third-Party Administrator Agreement ("Agreement") between Brentwood Services Administrators, Inc. ("BSAI") and County of Montgomery, State of Tennessee ("Employer").

- A. BSAI shall provide to Employer the following loss control services subject to the hours and terms agreed to between the parties in Exhibit C. BSAI shall:
1. provide qualified loss control consultants to visit Employer on an as needed and agreed upon basis to review and advise Employer of its current loss control program;
 2. assist the management of Employer in the development and modification of a loss control program;
 3. conduct safety training seminars, as agreed upon;
 4. perform on-site surveys for hazard identification and work practice evaluation, including accident analysis, to identify trends and problem areas for loss control focus;
 5. provide written reports to Employer with an appropriate summary of activities, listing hazards and loss problems, along with recommendations for improvements; and
 6. provide to Employer information on third-party independent contractors which may be utilized, at Employer's expense, to secure industrial hygiene and OSHA compliance.
- B. BSAI is entitled to reimbursement for loss control services in accordance with the fee schedule in Exhibit C. BSAI, or its subcontractors, time spent preparing, writing reports, providing loss control services, and traveling time is billable as loss control services pursuant to this Agreement.
- C. Employer acknowledges that it is ultimately and solely responsible for its own safety program. BSAI makes no representation that all unsafe conditions or procedures will be discovered, even if such unsafe conditions or procedures were reasonably discoverable. BSAI makes no representation that any location, workplace, operation, machinery, or equipment is safe, healthful, or in compliance with any laws, rules, or regulations.

Employer

WTC
Initial

BSAI

RF
Initial

EXHIBIT C
Fee Schedule

In accordance with the Third-Party Administrator Agreement ("Agreement"), this Exhibit is attached to and incorporated within the Agreement between Brentwood Services Administrators, Inc. ("BSAI") and County of Montgomery, State of Tennessee ("Employer").

- A. Claim Service Fee.** Employer shall pay to BSAI a claims service fee ("Service Fee") according to the schedule below.

Standard Services	Year 1
Indemnity Claim (per claim)	\$815.00
Medical Only Claim (per claim)	\$150.00
Information Only (per claim)	\$0.00
Workers' Compensation Administration Fee (annual)	\$2,700.00
System Fee (view only annual) 24/7 system access	Up to 4 users free, \$500.00 annually per each add'l user
Other	
Loss Control Fee	\$175.00 per hour plus Expense
Medical Bill Review (per bill)	\$8.00
All Medical Bill Review PPO Savings (% of savings)	28%
All Pharmaceutical Bill Review Savings (% of savings)	28%
All Other Savings (% of savings)	28%
CMS Reporting (annual)	\$0.00
Subsequent Claim Fee after 3 years (per claim)	\$0.00

- B. Loss Control Fee.** Employer shall pay to BSAI the Loss Control Fee contained in the Section A schedule. "Expense" is defined as time spent traveling, preparing risk evaluation reports, time re-preparing loss analyses, writing benchmark reports, conducting phone consultation, and other similar expenses. The Loss Control Fee may be adjusted by BSAI with thirty (30) days' notice prior to the end of each Agreement year.
- C. Data Conversion Charges.** Employer shall pay to BSAI an initial data conversion charge of _____ Dollars (\$____.00). Should Employer request that BSAI convert additional data during the Term of this Agreement, then Employer will pay an additional data conversion charge of _____ Dollars (\$____.00) per hour of time expended by BSAI or its subcontractor to convert the data. Employer shall pay the full invoice amount to BSAI within ten (10) days of the invoice date. Any fee under this Section is fully earned once the data is converted to BSAI's information system. **[If blank, charges are included in the Service Fee.]**
- D. Bank Reconciliation Fee.** Employer shall pay to BSAI an annual fee of _____ Dollars (\$____.00) for BSAI to reconcile Employer's claims fund account, including the reconciliation of beginning balance, checks issued, checks cleared, checks outstanding, checks voided, deposits, and ending balance. **[If blank, charges are included in the Service Fee.]**

- E. Subrogation, Subsequent Injury, and Secondary Injury Fund Recoveries.** For each subrogation, Subsequent Injury Fund, and Secondary Injury Fund recovery, Employer shall pay to BSAI an administrative fee equal to fifteen percent (15%) of the net recovery. Such recovery fees are an Allocated Loss Expense in accordance with Exhibit D herein and are paid off the respective claim file. All such recovery fees are in addition to the service fees listed above. BSAI is not entitled to any additional fees for its time expended pursuing such recoveries.
- F. Custom Reports and IT Time.** All system menu reports are included in the Service Fee. Should Employer request any customized claims, loss control, or risk management reports or need any other service from BSAI's information technology personnel, then Employer shall pay to BSAI a fee of Two Hundred Dollars (\$250.00) per hour for time expended by BSAI's personnel. The per hour fee is earned as the time is expended. Employer must pay to BSAI the entire invoice amount within thirty (30) days of the invoice date.
- G. Billing, Payment, and Audit.** Employer shall pay to BSAI the Service Fee in equal (monthly/quarterly) installments. **Payment of the entire invoice amount is due thirty (30) days after the invoice date.**

Within ninety (90) days following the end of each Agreement year, BSAI will complete an audit for the previous Agreement year. Upon completion of the audit, BSAI will provide to Employer a statement showing the amount owed by Employer with an invoice for such amount or a statement showing the amount to be refunded to Employer by BSAI. If Employer owes monies to BSAI after the audit, payment of the amount owed shall be made to BSAI within thirty (30) days of the invoice date. If BSAI owes monies to Employer, BSAI shall apply such amount as a credit for Employer for the next Agreement year or, upon the written request of Employer, refund the overpayment to Employer within thirty (30) days of the audit statement date.

- H. Definition of Claim; Earning of Per-Claim Fees.** For purposes of calculating the number of claims, each injured worker with a reportable injury is considered a "claim", even if there are multiple workers injured as a result of the same occurrence. All per-claim fees are completely earned when the claim is reported to BSAI.
- I. Medical Cost Containment Fees.** BSAI shall receive fees for bill review and PPO services, utilization review services, pharmaceutical bill review and PPO procurement services, durable medical equipment bill review and durable medical equipment PPO services, and medical cost containment services in addition to the Service Fee, in accordance with the following schedule.
1. For each medical bill reviewed, Employer shall pay BSAI the fee indicated in the Section A schedule to reconcile the bill to the usual customary charge.
 2. For all medical bill review PPO savings, Employer shall pay BSAI the percentage indicated in the Section A schedule of all savings achieved below the usual and customary charge or fee schedule.
 3. For all pharmaceutical bill review savings, Employer shall pay BSAI the percentage indicated in the Section A schedule of all savings achieved below the usual and customary charge or fee schedule.
 4. For all other PPO savings, Employer shall pay BSAI the percentage indicated in the Section A schedule of all savings achieved below the billed amount or the usual and customary charge, whichever is lower.

All medical cost containment fees are an Allocated Loss Expense in accordance with Exhibit D and are paid off the respective claim file. All such fees are in addition to the Service Fee.

- J. Claim Run-off Fee.** In the event Employer or Employer's insurance carrier requests BSAI handle Qualified Claims to conclusion following termination of this Agreement, Employer shall pay to BSAI the Claim Run-off Fee, at the prevailing rate, per open claim, per year, for the life of the Qualified Claim. The Claim Run-off Fee may be adjusted by BSAI with thirty (30) days' notice prior to the end of each Agreement year.
- K. CMS Reporting Fee.** Employer shall pay to BSAI the annual CMS Reporting Fee listed in the Section A schedule for services performed for Section 111 reporting to CMS. The CMS Reporting Fee is earned pro-rata.
- L. Subsequent Claim Fee.** Employer shall pay to BSAI a Subsequent Claim Fee for any indemnity claim that is open three (3) years after inception, at the rate listed in the Section A schedule. If no rate is listed in the Section A schedule, Employer shall pay to BSAI the prevailing rate, per open claim, per year, for the life of the Qualified Claim.
- M. Takeover Claim Fee.** If listed, Employer shall pay to BSAI the Takeover Claim Fee listed in the Section A schedule for any open and existing claims that it takes on from Employer. The fee listed in the Section A schedule is on a per open claim basis and is fully earned when reported to BSAI.
- N. Transportation, Translation, and Investigation Fees.** Employer shall reimburse BSAI fees for transportation, translation, third-party investigation, and other similar expenses incurred by BSAI. Such expenses are an Allocated Loss Expense in accordance with Exhibit D and are paid off the respective claim file.
- O. Late Fees.** Should any payment required herein not be received by BSAI within thirty (30) days of the date due, Employer shall pay to BSAI a late fee of one percent (1%) per month, or the maximum amount permitted by law, whichever is lower, of the amount outstanding.
- P. Transfer of Files Upon Termination.** If Employer requests transfer of files following termination of the Agreement, Employer shall pay a file transfer fee to BSAI as follows:
 - 1. Twenty Thousand and 00/100 Dollars (\$20,000.00), if the termination is during the first year of the business relationship between BSAI and Employer;
 - 2. Fifteen Thousand and 00/100 Dollars (\$15,000.00), if the termination is during the second year of the business relationship between BSAI and Employer; or
 - 3. Ten Thousand and 00/100 Dollars (\$10,000.00), if the termination is during the third year of the business relationship between BSAI and Employer or any time thereafter.

Nothing in this Exhibit or the Agreement may be construed as prohibiting BSAI or any of its affiliates from receiving ordinary and reasonable commissions from an insurance carrier, for producing Employer's workers' compensation policy or from any other insurance company or reinsurer providing reinsurance or other insurance coverage. Such commissions may not be considered a setoff against the fees due under this Agreement.

Unless otherwise specified herein, the fees listed in the Section A schedule contemplate BSAI providing the services described in this Agreement only during the Term or a renewal thereof, is in full force and effect.

For Maximum, Fixed, or Flat Fee Service Agreements, if a force majeure event, as defined in the Agreement, or a multiple-employee injury event occurs and such event results in claims volume increasing greater than ten percent (10%) over what would have been the claims volume in the absence of such event, then BSAI shall be entitled to additional claims service fees, at BSAI's then prevailing rate, which shall not be less than BSAI's prevailing indemnity claim rate listed in the Section A schedule per claim.

Employer

WTC
Initial

BSAI

RF
Initial

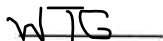
EXHIBIT D
Allocated Loss Expense

In accordance with the Third-Party Administrator Agreement ("Agreement"), this Exhibit is attached to and incorporated within the Agreement between Brentwood Services Administrators, Inc. ("BSAI") and the County of Montgomery, State of Tennessee ("Employer").

Under this Exhibit and the Agreement, "Allocated Loss Expense" is defined as and includes the following:

- 1) attorneys' fees and expenses;
- 2) court reporter's fees, court costs, fees, and expenses;
- 3) pre- and post-judgment interest;
- 4) costs of depositions, including, but not limited to, transcript fees;
- 5) costs of obtaining copies of public records;
- 6) costs of obtaining copies of medical records;
- 7) service of process fees;
- 8) witness fees and expenses;
- 9) expert fees and expenses;
- 10) costs of independent medical examinations and evaluations;
- 11) medical cost containment services, including, but not limited to, utilization management services;
- 12) travel expenses incurred by BSAI at Employer's request;
- 13) bill review service costs;
- 14) costs associated with indexing and submitting claims information to the Insurance Service Office, rate advisory service organizations, claims compilation or transmission agencies, and state agencies and their designees;
- 15) subrogation costs and expenses;
- 16) operative, investigative, and detective service costs;
- 17) postage solely related to a particular Qualified Claim;
- 18) survey and appraisal fees;
- 19) costs associated with making any regulatory filings with the Centers for Medicare and Medicaid Services, including, but not limited to, filings in connection with the Medicare Secondary Payor provisions of the Social Security Act;
- 20) medical case management service costs;
- 21) costs associated with disputing or complying with Medicare Section 111 conditional payment liens;
- 22) costs associated with creating or obtaining a Medicare Set Aside; and
- 23) any other similar fee, cost, or expense that is reasonably chargeable for the investigation, negotiation, settlement, adjustment, or defense of a Qualified Claim, whether charged by BSAI or a third party, or as required for the protection of the rights or collectability of subrogation on behalf of Employer.

Employer


Initial

BSAI


Initial